

EXHIBIT E
MAINTENANCE PLAN

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I) INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the “Concessioner”) and The National Park Service (hereinafter referred to as the “Service”) at Great Basin National Park (hereinafter referred to as the “Park”) will serve as a supplement to CC-GRBA001-07 (hereinafter referred to as the “Contract”). It describes maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within the Park, which are assigned to the Concessioner for the purposes required and authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Service. Revisions will be consistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

II) GENERAL STANDARDS FOR THE CONCESSION FACILITIES

The Concessioner is required by the terms of the Contract to maintain the facilities used in a manner that is acceptable to the Service. It is the purpose of this Maintenance Plan to help define the necessary standards and to define the maintenance relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan.

III) DEFINITIONS

In addition to all the defined terms contained in the Contract and all other Exhibits, the following definitions apply to this Maintenance Plan.

- (1) **Assigned Areas.** Lands within Great Basin National Park, as defined by Land Assignment/Concessioner Facilities Maps in Exhibit C to the Contract. These lands contain improvements used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these lands and facilities, including landscapes. Any approved change in land use resulting from building modification or other activity is regarded as causing an immediate corresponding change in the land assignment.
- (2) **Environmental Purchasing.** Affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical that is a physical or health hazard, as defined by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.

- (7) **Hazardous Waste.** The definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 171.
- (8) **Exterior.** Structures, foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, walkways, trails, fencing, parking lots, landscaping, and utilities within the assigned area of responsibility.
- (9) **Interior.** The area of the structure inside the external walls and under the roof, including doors and window frames. This also includes all equipment, furnishings, appurtenances, improvements, and utility systems which penetrate the walls, roof, or foundation.
- (10) **Maintenance.** The preservation and upkeep of real or personal property in as nearly as practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair by park-approved individuals (when needed), rehabilitation of designated areas, facilities, infrastructure, equipment and their component parts – up to and including replacement if necessary – to provide a safe, sanitary and aesthetically pleasing environment for Park visitors and employees.
- (11) **Cyclic Maintenance.** Work activities that reoccur on a periodic cycle of greater than one year but less than seven years.
- (12) **Preventative Maintenance.** Planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
- (13) **Repair.** The act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
- (14) **Pollution Prevention.** “Source Reduction” as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutant through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (15) **Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (16) **Secondary Containment.** Provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as a tub or pan placed under a container.
- (17) **Universal Waste.** Refer to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (18) **Solid Waste.** Discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. Solid waste does not include manure. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.
- (19) **Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

- (20) **Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

IV) CONCESSIONER RESPONSIBILITIES

A) General

- (1) *Land Assignment.* The Concessioner is responsible for all cyclic and routine maintenance and repair of all structures, facilities, and all personal property as shown in Exhibit C and D, except as noted in Section VI under “Park Responsibilities.” The Concessioner will correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines and all other services required under the Contract.
 - (a) Lands within the Park, as defined by the Land Assignment Maps in Exhibit C to the draft Contract, are the responsibility of the Concessioner. These lands contain facilities, improvements, utilities, roads, parking areas, and trails used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the condition of these lands together with the facilities, improvements, and landscapes on them.
 - (b) The maintenance responsibilities will include cyclic and normal wear and tear repairs of the following items: structural elements, roofing, flooring, interior and exterior surfaces, windows and doors, utilities within the structure, utility distribution systems past the point of metering (if metered), heating, cooling, and lighting systems, and all installed fixtures and miscellaneous equipment.
 - (c) Any Service approved change resulting from changes to land use within the Concessioner’s land assignment will result in a corresponding change in the Land Assignment Maps.
- (2) *Responsibilities.* The Concessioner will be responsible for all cyclic and preventative maintenance and repairs to all Government-owned facilities used by the Concessioner within the areas assigned to the Concessioner for the purposes of the draft Contract. The Concessioner will correct any deficiencies and complete this work within 30 days notification for non life/health safety issues and immediately for life/health safety issues, to achieve the basic goals described in the most current Concession Management Guidelines.
- (3) *Environmental Management/Practices.* The Concessioner will conduct maintenance activities and seek ways to develop quality facilities and services. The Concessioner will encourage companies and businesses with which it does business to provide cleaner technologies and safer alternatives to toxic and hazardous materials, and to develop innovative technology.
 - (a) Preventive Maintenance: Preventive Maintenance will be utilized to prevent environmental impacts before they occur.
 - (b) Energy and Water Efficiency. The Concessioner will consider energy and water efficiency in all maintenance practices and integrate energy and water conserving measures whenever feasible. When replacement is required, water or energy efficient products will be installed as practical, to replace less efficient products and to minimize energy and water consumption.
 - (c) Energy Star. New equipment shall be ENERGY STAR[®] labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards (FEMP).

- (d) Lighting. Where economically and technically feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode (LED) fixtures. Outdoor lighting, except for security, shall be turned off no later than one hour after closing. All outdoor lighting must be aimed at the ground and use shielding, visors, or other devices that reduce light pollution.
 - (e) Pollution Prevention and Waste Reduction. The Concessioner will incorporate utilizing maintenance practices that prevent pollution and employ waste reduction strategies.
 - (f) Equipment and Materials. Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.
 - (g) Low Flow Fixtures. As equipment needs replacement, the Concessioner will replace all fixtures with low-flow and water conserving fixtures, (this is also to be incorporated with all housing units provided by the Concessioner), and includes low-flow toilets, aerators on all sink faucets, low-flow showerheads. At a minimum, toilets will be 1.6 gallons per flush (gpf), urinals will be 1.0 gpf, showerheads will be 2.2 gallons per minute (gpm), and faucets will be 2.0 gpm.
- (4) *Environmental Purchasing*.
- (a) When feasible and available, the Concessioner will utilize products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and/or use other materials that have additional environmentally preferable attributes.
 - (b) Reusable and recyclable products are preferred over “throwaways.”

B) Inspections and Reports

- (1) *Inspections*. The Service reserves the right to conduct an inspection and review of the assigned Concession facilities to determine what maintenance is needed, and if the facilities comply with applicable federal and state laws, regulations, guidelines, rules, codes, and policies. A pre-season and post-season inspection will be scheduled. Based upon the identified needs resulting from the inspection, the Service, in conjunction with Concessioner will develop a timeline to cure the deficiencies. The Superintendent or his/her designated representative will have access to all concession facilities to conduct evaluations and other required inspections.
- (2) *Reports*. Within thirty (30) days after repair and maintenance work in excess of \$500 has been done, the Concessioner shall submit a written report to the Superintendent. This report shall include a description of the work accomplished, the work methods used and invoices or receipts for repairs.

C) Facility Maintenance

- (1) *Access to Concession Facilities*. The Superintendent and/or his or her designated representative will have access to all Concession Facilities in the Park at any time and without notice to conduct evaluations and other required inspections.
- (2) *Qualified Personnel*. All maintenance and repair work will be done by qualified personnel in accordance to all applicable federal and state laws, and building codes.

- (3) *Specifications.* Repairs or replacements will be done in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines and are subject to Service approval.
- (4) *Emergency Repairs.* May be done without prior Service approval with appropriate documentation to follow within one business day.
- (5) *Building Codes.* The Concessioner will comply with all applicable federal and state codes.
- (6) *Repairs and Modifications.* All repairs and modifications necessary and approved by the Superintendent shall meet the National Standards Plumbing Code, the Uniform Building Code, and the National Electrical Code as a minimum.
- (7) *Exterior.* The exterior of the building shall be maintained by the Park
- (8) *Exterior Lighting.* All lights must be shielded to cast light downward only to protect night skies (exterior lighting shall provide the minimum necessary lighting for visitor safety and security of facilities). Fluorescent or energy efficient light bulbs will be used where feasible.
- (9) *Interior Surfaces.* Routine maintenance shall be preformed on a regular and recurring basis that will assure that all varnished, painted, carpeted, and metal surfaces are maintained in a clean and non-deteriorating condition. All wood surfaces shall be refinished at such intervals to prevent cracking, peeling, blistering, or rusting. The Concessioner is encouraged to use carpet and carpet padding made with post-consumer materials, carpet squares, and low VOC adhesive.
- (10) *Appurtenances.* The Concessioner shall maintain all appurtenances in such condition as to assure that they will last and function as they were designed for the normal life as is expected for such equipment. Replacement of any broken or worn out equipment shall be at the expense of the Concessioner. This includes, but is not limited to, water heaters, door and window hardware, floor coverings, refrigerators, stoves etc.
- (11) *Roofs.* The roofing system shall be maintained by the Park.
- (12) *Safety and Health.* The Concessioner will provide and maintain safety devices, in accordance with applicable codes, including but not limited to, fall protection, fire detection, suppression equipment, etc. and all equipment necessary for the protection of the employees and the public, as well as Concessioner-owned and Government-assigned improvements by complying with all applicable codes. It shall be the responsibility of the Concessioner to maintain housekeeping standards at such level to provide safe working conditions, including, various electrical circuits are of the proper size for the load.
- (13) *Safety and Fire.* The Concessioner will have structural fire inspections done every other year to ensure compliance with the National Fire Protection Code. These inspections shall be scheduled with the Park's Chief Ranger, who can be reached at (775)234-7331, ext. 216.
- (14) *Telephone.* The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.
- (15) *Winter Closures.* The Concessioner will ensure that buildings are adequately winterized and secured while unoccupied. All food and garbage will be removed and all buildings will be cleaned to remove food residues, grease, and other materials that attract wildlife. Shutters and bracing, where appropriate, will be installed to protect unoccupied buildings. Water lines from the meter in will be appropriately drained prior to closing. No antifreeze shall be utilized in the supply side of the water system. Utilities will be shut off as appropriate.

- (16) *Spring Re-opening.* All activities required to re-open facilities after the winter season are the responsibility of the Concessioner. Opening schedules must be coordinated with the Service.
- (17) *Furniture and Removable Equipment*

All furniture, appliances, and moveable equipment, except those listed in Exhibit D, will be considered personal property of the Concessioner maintained according to industry standards for public use and be free of defects.
- (18) *Damage to Concession Facilities or Utilities.* The Concessioner will be responsible for repairing any damage caused to any assigned structure or utility due to negligence on the part of the Concessioner, or its employees, patrons, or suppliers. Any such damage shall be reported to the Chief Ranger at (775) 234-7331 x 216.
- (19) *Independent Inspections.* All independent inspection fees will be borne by the Concessioner.

D) Utilities

The Concessioner is responsible for contracting with an independent supplier to provide telephone service. The Concessioner is responsible for direct payment to this supplier. As systems or equipment need to be replaced, serious consideration shall be given to the use of products and technologies that reduce impacts, conserve resources, and improve efficiencies.

The Concessioner will repair, replace, or pay for any utility system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.

- (1) *Electrical*
 - (a) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code. All work on the electrical systems will be preformed by a Nevada State licensed electrical contractor.
 - (b) The Concessioner shall maintain all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines.
 - (c) The Concessioner shall repair or replace any electrical system damage, which results from negligence of the Concessioner and/or its employees while working or operating Concessioner's equipment.
- (2) *Water*
 - (a) The Concessioner shall repair and maintain the water service and building plumbing systems down flow from the supply meter of the assigned premises. The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance.
 - (b) The Concessioner is responsible for the following procedures prior to opening any facility that has been closed:
 - Lines will be thoroughly flushed with potable water. After lines are flushed, a steady stream of water must flow from spigots until demand creates a constant flow.
 - (c) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks at system start up and when otherwise discovered.

- (d) The Concessioner will provide the Service with facility occupancy dates for activation and deactivation of Park systems used by the Concessioner when opening and closing dates are submitted for approval.
- (e) The Concessioner shall immediately contact Dispatch at (775)234-7331 if a water main is broken or needs to be accessed. Alternate phone numbers will be provided.

(3) *Sewage*

- (a) The Concessioner will maintain and repair all sewage lines, connections, disposal systems, and appurtenances within the Concessioner's land assignment to the sewer collection main.
- (b) The Concessioner will maintain, repair, and replace fixtures attached to the sewage disposal system, including sinks, toilets and urinals.
- (c) Any modifications that affect the sewage collection system, including but not limited to sewage lift stations and pumps, must be approved by the Service before installation.
- (d) The Concessioner is responsible for immediately reporting sewage spills and plugged sewer lines to Dispatch at (775)234-7331. Alternate phone numbers will be provided.
- (e) If a septic system is in use, system shall be inspected by the Service every year and pumped if determined necessary by the Service with all costs covered by the Concessioner.

(4) *Telephone*

The Concessioner is responsible for all on-premise equipment and inside wiring.

E) Signs

- (1) The Concessioner is responsible for ensuring that all signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within Concession Facilities unless the Service approves exceptions.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, and well maintained. Permanent signs will be prepared in a professional manner, appropriate for the purpose they serve, and consistent with Service draft Director's Order 52C, Park Signage, found at <http://www.nps.gov/policy/DOrders/52Cfinal.pdf>.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

F) Solid Waste

(1) *Guidelines/Responsibilities*

- (a) The Concessioner shall provide an effective system for the collection and disposal of all solid waste within its assigned areas.
- (b) The Concessioner will keep all assigned areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture or fixtures.

(2) *Independent Contractor*

- (a) The Concessioner will engage an independent contractor for the removal of solid waste generated by its facilities and the visiting public at its facilities. The following procedures will be included in all contracts with independent contractors:
- The contractor is restricted to pick-ups between 7:00 a.m. and 6:00 p.m. within the park.
 - The contractor is responsible for emptying all solid waste containers as needed, picking up any solid waste that should fall from solid waste containers being emptied, and maintaining the cleanliness of the solid waste containers to minimize the attraction of insects and wildlife.

(3) *Receptacles*

- (a) The Concessioner will provide its own garbage cans and dumpsters, and in sufficient quantity to handle the needs within the land assignment. Park garbage cans and dumpsters may be assigned to the Concessioner, if available.
- (b) All cans and dumpsters will be clearly marked with multilingual labels and graphics to distinguish them from recycling containers.
- (c) Garbage cans and dumpsters must be painted using approved colors.
- (d) Receptacles will be waterproof, vermin-proof, and covered with working lids.
- (e) All receptacles will be kept clean, well-maintained and serviceable.

G) Recycling and Conservation

- (1) *Recycling Program.* The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service. Products to be recycled may include, but are not limited to aluminum, paper, and cardboard. The Concessioner will coordinate the removal of these items with the local conservation corps, if applicable. Such program will include, but not be limited to the following:

- (a) Removal of all material from the Park and transport to an authorized recycling center.
- (b) The Concessioner is restricted to pick-ups between 7:00 a.m. and 6:00 p.m. in areas where pick-up noise may disturb guests. The Concessioner is responsible for emptying all recycling containers as needed, picking up any recyclables that should fall from the recycling containers being emptied, and maintaining the cleanliness of the recycling containers to minimize the attraction of insects and wildlife.

(2) *Appliances, Electronic Equipment, and Other Equipment*

- (a) Appliances and electronic equipment include refrigerators, air conditioning units, clothes washers and dryers, computers, and fuel operated tools.
- (b) Appliances containing Ozone Depleting Substances will be evacuated in accordance with applicable laws before disposal, or will be disposed via an authorized vendor that will evacuate the equipment before disposal. The Concessioner will maintain copies of all evacuation records.
- (c) Appliances and equipment containing hazardous substances such as oil and fuel will be drained before disposal. These hazardous substances will be handled in accordance with applicable laws and this Maintenance Plan.

- (d) Upon removal from its point of use, unused and/or no longer serviceable equipment will be disposed of in a timely manner and in accordance with applicable laws. The Concessioner is encouraged to recycle appliances and equipment whenever possible.

H) Propane, Hazardous Materials, and Hazardous Waste Program

(1) General

- (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous chemicals in its operation.
- (b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- (c) The Concessioner's designated employees, if necessary and appropriate, will attend hazardous materials and waste management training as made available by the Service or through outside sources. See Operating Plan for more information.
- (d) Concessioner will maintain a right to know station for all materials and chemicals on hand.

(2) Propane Storage

- (a) The Concessioner will maintain propane systems within its assigned area according to NFPA codes. This includes, but is not limited to, tanks, valves, regulators, and piping. Placement of new or additional tanks will be subject to written approval from the Superintendent. "No smoking" and "flammable" signs must be posted at the tank site.
- (b) The Concessioner or Contract representative will conduct and document annual inspections of its propane distribution system. A copy of the inspection report shall be sent to the Service.

(3) Hazardous Substances

- (a) The Concessioner will implement hazardous chemical reduction strategies to minimize use of hazardous chemicals in their operation. Hazardous chemicals will be stored and handled in accordance with Applicable Laws including, without limitation, Occupational Safety and Health Administration (OSHA) requirements (e.g., 29 CFR 1910 and 1926) and NFPA codes (e.g., NFPA 30, NFPA 30A, and NFPA 302). Storage areas will be maintained in an orderly manner. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.
- (b) Flammable or combustible material will only be stored inside a building in a flammable storage cabinet, inside a storage room or building as defined in NFPA 30.
- (c) Secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak to the environment. Locations with reasonable potential for discharge include, but are not limited, to outside storage areas and interior storage areas in the proximity of doorways or floor drains.

(4) Hazardous, Universal, and Miscellaneous Maintenance Waste Management

- (a) The Concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from Concessioner operations.
- (b) Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries, mercury containing thermostats and waste pesticides will be managed in accordance with the

United States Environmental Protection Agency (US EPA) Universal Waste Rule 40 CFR 273 and associated state and local requirements.

- (c) Lead-acid batteries and used oil will be managed in accordance with 40CFR 266 and 279, respectively.
- (d) The Concessioner will maintain health and safety standards, as outlined by OSHA, when conducting maintenance and/or rehabilitation of buildings and/or areas that may contain asbestos, polychlorinated biphenyls (PCBs) and lead-based paint materials.
- (e) In addition to the requirements stated above, hazardous wastes, universal wastes and miscellaneous maintenance wastes including, but not limited to alkaline batteries and used antifreeze, will be recycled.

I) Grounds, Landscaping, and Pest Management

(1) Landscaping Guidelines

- (a) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural and cultural environment. All landscaping changes will be submitted in writing and include specific information identifying locations and scope of work proposed, safety and resource considerations, debris disposal, and proposed use of irrigation systems. The appropriate use of native vegetation, need for re-vegetation or restoration efforts, and the potential existence of cultural landscapes will be considered during this planning and review process. The Service's Natural Resources Division will be available to provide on-site consultation prior to any re-vegetation projects being implemented.
- (b) The use of fertilizers, pesticides, and herbicides are not allowed without prior written approval from the Superintendent.
- (c) The import of fill or other earth materials is not allowed without prior written approval from the Superintendent.
- (d) The Concessioner will ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment, while maintaining natural drainage patterns to the greatest extent possible.
- (e) The Concessioner will institute water conservation measures when existing systems need to be replaced in grounds and landscaping, including selecting drought tolerant species, minimizing lawns, and using drip irrigation systems for trees and shrubs.

(2) Assigned Grounds

- (a) All grounds in assigned areas shall be maintained in such a manner as to present a pleasing natural appearance. Parking areas and roadways for vehicles shall be clearly delineated and in a state of good repair which provides reasonable access to the general public

(3) Integrated Pest Management

- (a) The control of pests by chemicals and other means is subject to Service approval. The Service and the Concessioner will agree to an Integrated Pest Management Program that will define the nature and frequency of treatment, approved chemical lists, etc. The application of any herbicide, pesticide, or the engagement of any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with Service policies, whether applied by the Concessioner or any contractor.

- (b) The Concessioner's use of chemicals, pesticides, herbicides and toxic materials and substances shall be in accordance with the Service's Integrated Pest Management program and must be pre-approved by the Service.
- (c) The Service will provide guidance on best management practices to prevent infestation by exotic species, and on control of infestations of exotic species. The Concessioner will review specific issues with the Service's integrated pest management program.
- (d) All pesticides will be stored and handled in accordance with pesticide label instructions, OSHA regulations, and US EPA requirements and guidelines contained in 40 CFR 165. Pesticides will be stored in cabinets or other areas separate from other hazardous substances in accordance with NPS guidelines.

J) Parking Areas and Walkways

The Concessioner will maintain and keep in good repair all parking areas, curbs, and walkways within its land assignment. Maintenance of walkways will ensure that unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from tree litter and other debris.

V) SERVICE RESPONSIBILITIES

The Service assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Service will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds.

A) Utilities

(1) General

- (a) The Service will repair or replace any damage occurring to all utility systems assigned to the Concessioner that is due to the negligence of the Service and/or its employees.
- (b) The Service, or the utility company, will be responsible for all utility systems running through the Concession land assignments.
- (c) The Service will be responsible for repairing roads, parking areas, trails and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner will be responsible.

(2) Water and Sewer

- (a) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Service responsibility.
- (b) The Service will provide bacteriological monitoring of potable water as required by all Applicable Laws.
- (c) If the Service needs to access a main within the Concession Facilities, the Service will be responsible for restoring the area unless the Concessioner has caused the need to access the main.

B) Signs

- (1) The Service is responsible for all regulatory, traffic control, and information signs that serve the interest of the Service; examples include information signs along roadways, directional signs along trails, and interpretive signing.
- (2) The Service will install, maintain and replace the main entrance sign and major junction signs.

C) Wastewater

The Service will inspect sewer systems for functionality.

D) Solid Waste

The Service is responsible for trash collection outside of the Concessioner's land assignment.

E) Grounds, Landscaping, And Pest Management

- (1) The Service will periodically monitor, identify, and provide oversight of hazardous tree removal and wildland-urban interface clearance standards in and around the Concession Facilities.
- (2) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.

F) Roads, Trails, Parking Lots, and Walkways

The Service will maintain all traffic striping leading into the concession area.

Approved effective _____, 20____

By: _____

Superintendent, Great Basin National Park

Acknowledged by: _____

Concessioner, (Title)